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FILED
Superior Court Of California
County Of Los Angeles

JUL 09 2018

Sherril R. Carter, Executive Officer/Clerk

By Cristina Grijalva, Deputy
Cristina Grijalva

Attorneys for Defendants,
CHENEY ADRIENNE SHAPIRO, trustee of
CHENEY SHAPIRO 401K;
CHENEY ADRIENNE SHAPIRO;
CHENEY SHAPIRO DESIGNS 401K;
CHENEY SHAPIRO DESIGNS;
CHENEY ADRIENNE SHAPIRO,
TRUSTEE OF DEFENDANT CHENEY
SHAPIRO DESIGN 401K;
RESOURCEFUL DEVELOPMENTS, INC.;
RICHARD JUDSON WILLIAMS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

DAVID A. GLAZER, an individual,

Plaintiff,

vs.

CHENEY ADRIENNE SHAPIRO; CHENEY
SHAPIRO DESIGNS 401K; CHENEY
SHAPIRO DESIGNS; CHENEY ADRIENNE
SHAPIRO, TRUSTEE OF DEFENDANT
CHENEY SHAPIRO DESIGN 401K;
RESOURCEFUL DEVELOPMENTS, INC.;
RICHARD JUDSON WILLIAMS;
SILVERWOOD PROPERTIES, INC.;
KENNETH HOWARD SHAPIRO; PODLEY
ASSOCIATES REALTORS; LINDA
DARLINGTON SEYFFERT; SEISMIC
SAFETY, INC.; EDMUND J. SYLVIS; KEN
LAMARR COMPTON; AND DOES 2
THROUGH 250,

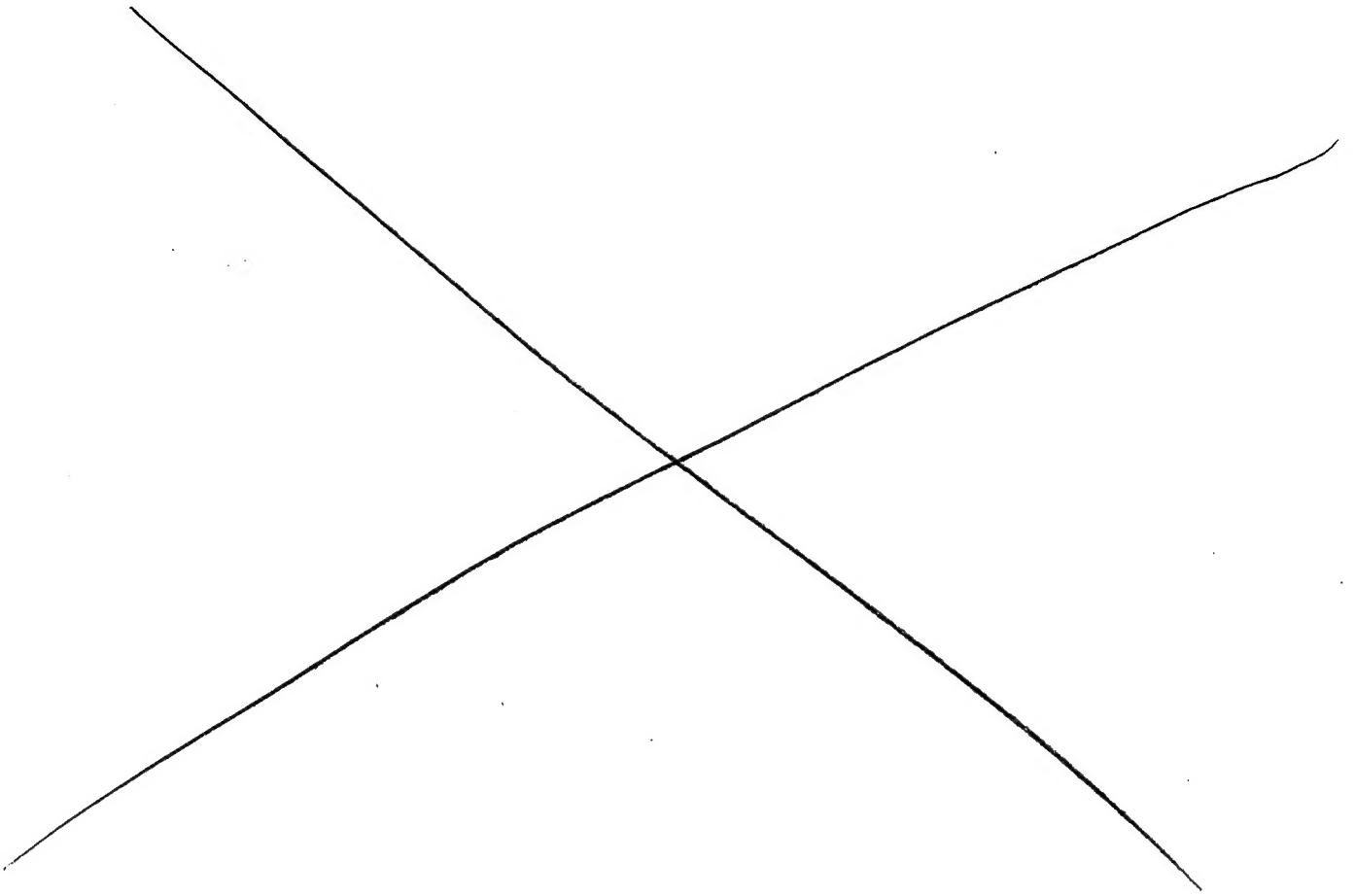
Defendants.

Case No.: BC 669741

Assigned to the Honorable: Richard E. Rico
Dept. 17

ANSWER OF DOE DEFENDANT NUMBER
3 CHENEY ADRIENNE SHAPIRO,
TRUSTEE OF CHENEY SHAPIRO 401K, TO
THE FIRST AMENDED COMPLAINT OF
PLAINTIFF DAVID A. GLAZER

DOE DEFENDANT NUMBER 3 CHENEY ADRIENNE SHAPIRO, TRUSTEE OF
CHENEY SHAPIRO 401K ("Answering Defendant"), for herself only, files her Answer to the
First Amended Complaint ("FAC") as follows:



Fees paid on 12-12-17 2,410.00

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GENERAL DENIAL

By virtue of and pursuant to the provisions of the Code of Civil Procedure section 431.30, Answering Defendant generally and specifically denies each and every, all and singular, conjunctively and disjunctively, of the allegations contained in said FAC, and each and every part thereof, and each and every cause of action thereof, and further specifically denies that Plaintiff has been injured or damaged in the sum alleged, or in any other sum, or at all, by reason of any carelessness, negligence, act or omission of Answering Defendant.

FIRST AFFIRMATIVE DEFENSE

(Fails to State Facts Sufficient to Constitute a Cause of Action)

1. As a first and separate affirmative defense to each and every cause of action stated in Plaintiff's FAC as against her, Answering Defendant alleges that said causes of action fail to state facts sufficient to constitute a cause or causes of action against Answering Defendant.

SECOND AFFIRMATIVE DEFENSE

(Statute of Limitations)

2. As a second and separate affirmative defense to each cause of action asserted against her, Answering Defendant alleges that Plaintiff's FAC on file herein is barred by reason of the applicable statutes of limitations, including but not limited to Code of Civil Procedure sections 337, 340, 337.1, 337.15, 338, 339, 343 and Civil Code section 2079.

THIRD AFFIRMATIVE DEFENSE

(Comparative Negligence)

3. As a third and separate affirmative defense to each and every cause of action stated in the FAC as against her, Answering Defendant alleges that Plaintiff was negligent in and about the matters alleged in the FAC and failed to exercise due care for his own protection and that Plaintiff's damages, if any, are directly and proximately the result in whole or in part from Plaintiff's own negligence. Accordingly, Plaintiff's damages must be reduce in proportion to Plaintiff's own fault in bringing about his damages.

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FOURTH AFFIRMATIVE DEFENSE

(Third Party Negligence)

4. As a fourth and separate affirmative defense to each cause of action asserted against her, Answering Defendant alleges that third parties were careless and negligent in and about the matters alleged in the FAC, and that said carelessness and negligence on the part of said third parties proximately contributed to the happening of the accident and to Plaintiff's injuries, loss and/or damage, if any, allegedly sustained. Therefore, any damages awarded to Plaintiff shall be diminished in proportion to the amount of fault attributed to said third parties.

FIFTH AFFIRMATIVE DEFENSE

(Laches)

5. As a fifth and separate affirmative defense to each cause of action asserted against her, Answering Defendant alleges that the FAC on file herein is barred by reason of Plaintiff's laches in that Plaintiff waited an unreasonable period of time to bring his FAC, to the detriment of Answering Defendant.

SIXTH AFFIRMATIVE DEFENSE

(Unclean Hands)

6. As a sixth and separate affirmative defense to each cause of action asserted against her, Answering Defendant alleges that Plaintiff is barred by reason of Plaintiff's coming into court with unclean hands.

SEVENTH AFFIRMATIVE DEFENSE

(Waived Right to Relief Sought)

7. As a seventh and separate affirmative defense to each cause of action asserted against her, Answering Defendant alleges that Plaintiff has waived his rights to the relief sought in the FAC against Answering Defendant by virtue of its acts, conduct, representations and omissions.

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EIGHTH AFFIRMATIVE DEFENSE

(Mitigate Damages)

8. As a eighth and separate affirmative defense to each and every cause of action asserted against her, Answering Defendant alleges that Plaintiff could have, by the exercise of reasonable diligence, limited or prevented his damages, if any, as a result of the actions alleged in the FAC and that Plaintiff has failed or refused to do so. Such failures or refusals on the part of Plaintiff constitute failure to mitigate his damages.

NINTH AFFIRMATIVE DEFENSE

(Acts of Fictitiously Named Defendants)

9. As a ninth and separate affirmative defense to each cause of action asserted against her, Answering Defendant is informed and believe and thereon alleges that she is not legally responsible for the acts and/or omissions of those defendants fictitiously named herein as DOES.

TENTH AFFIRMATIVE DEFENSE

(Intervening, Supervening and Superseding Causes)

10. As an tenth and separate affirmative defense to each cause of action asserted against her, Answering Defendant is informed and believes, and thereon alleges that the injuries and damages of which the Plaintiff complains were proximately caused or contributed to by the acts of other defendants, persons and/or entities. Said acts were in intervening, supervening and superseding a cause of the injuries and damages, if any, of which the Plaintiff complains, thus barring Plaintiff from any recovery against Answering Defendant.

ELEVENTH AFFIRMATIVE DEFENSE

(Estoppel)

11. As a eleventh and separate affirmative defense to each cause of action asserted against her, Answering Defendant is informed and believes, and thereon alleges, that Plaintiff has engaged in conduct with respect to the activities and/or premium which are the subject of the FAC, and by reason of said activities and conduct, is estopped from asserting any claim for damages or seeking any other relief against Answering Defendant.

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TWELFTH AFFIRMATIVE DEFENSE

(Damages Caused by Acts or Omissions Beyond Answering Defendant's Control)

12. As a twelfth and separate affirmative defense to each cause of action asserted against her, Answering Defendant is informed and believes, and thereon alleges, that the damages sustained by Plaintiff, if any, were proximately caused by the acts, omissions, negligence, fraud, and/or breach of obligations by persons other than Answering Defendant and beyond Answering Defendant's supervision and control.

THIRTEENTH AFFIRMATIVE DEFENSE

(Standard of Care Met)

13. As a thirteenth and separate affirmative defense to each cause of action asserted against her, Answering Defendant is informed and believes, and thereon alleges, that in all aspects Answering Defendant met the applicable standard of care regarding Plaintiff.

FOURTEENTH AFFIRMATIVE DEFENSE

(Active Negligence of Plaintiff)

14. As a fourteenth and separate affirmative defense to each cause of action asserted against her, Answering Defendant is informed and believes, and thereon alleges, that the damages sustained or to be sustained by Plaintiff, if any, were proximately caused or contributed to by the active negligence of Plaintiff in that he personally participated in a negligent act or omission that brought about the injuries or damages of which he is now complaining. Consequently, neither the law nor any agreement entitles Plaintiff to an indemnity.

FIFTEENTH AFFIRMATIVE DEFENSE

(Non-Economic Damages)

15. As a fifteenth and separate affirmative defense to each cause of action asserted against her, Answering Defendant's liability for non-economic damages, if any, is limited to that percentage of those damages which are in direct proportion of Answering Defendant's percentage of fault in accordance with Civil Code section 431.2(a).

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SIXTEENTH AFFIRMATIVE DEFENSE

(Lack of Privity)

16. As a sixteenth and separate affirmative defense to each cause of action asserted against her, Answering Defendant was not party to the original agreement which forms the basis of Plaintiff's FAC and, therefore, Plaintiff lacks the required privity to raise the claims alleged.

SEVENTEENTH AFFIRMATIVE DEFENSE

(Lack of Justifiable Reliance)

17. As a seventeenth and separate affirmative defense to each cause of action asserted against her, Answering Defendant is informed and believes, and thereon alleges, that Plaintiff lacked any justifiable reliance concerning the supposed misstatements attributed to Answering Defendant.

EIGHTEENTH AFFIRMATIVE DEFENSE

(Set-Off to Recovery)

18. As a eighteenth and separate affirmative defense to each cause of action asserted against her, Answering Defendant is informed and believes, and thereon alleges, that she is entitled to a set-off as a result of any recovery made by Plaintiff from any other party, in connection with the damages claimed in this lawsuit.

NINETEENTH AFFIRMATIVE DEFENSE

(Damages Did Not Arise From Answering Defendant's Alleged Breach)

19. As a nineteenth separate affirmative defense to each cause of action asserted against her, Answering Defendant is informed and believes, and thereon alleges, that as to each alleged cause of action set forth in the FAC, the conditions set forth therein and the damages related thereto did not arise out of any action by Answering Defendant nor any act or omission related thereto and thus recovery is precluded.

TWENTIETH AFFIRMATIVE DEFENSE

(Reasonable Reliance on Information Provided by Owner)

20. As a twentieth and separate affirmative defense to each cause of action asserted

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1 against her, Answering Defendant is informed and believes, and thereon alleges, that she
2 and her representative agents justifiably relied on information furnished by the owner or by
3 persons directly employed by the owner of the subject property set forth in the FAC.

4 **TWENTY-FIRST AFFIRMATIVE DEFENSE**

5 *(Reservation of Right to Assert Additional Affirmative Defenses)*

6 21. As a twenty-first and separate affirmative defense to each cause of action asserted
7 against her, Answering Defendant alleges that she currently has insufficient information
8 upon which to form a belief as to whether she may have additional, as yet unstated, affirmative
9 defenses available. Answering Defendant therefore reserves the right to assert additional
10 affirmative defenses in the event discovery indicates that they would be appropriate.

11 **TWENTY-SECOND AFFIRMATIVE DEFENSE**

12 *(Breach of Contract)*

13 22. As a twenty-second and separate affirmative defense to each cause of action asserted
14 against her, Answering Defendant alleges that any obligations owed by her under any alleged
15 contract were excused by Plaintiffs breach of the alleged contract.

16 **TWENTY-THIRD AFFIRMATIVE DEFENSE**

17 *(Authorization)*

18 23. As a twenty-third and separate affirmative defense to each cause of action asserted
19 against her, Answering Defendant alleges that by virtue of the acts of the Plaintiff, and/or the
20 persons and/or entities acting on his behalf, Plaintiff is barred from prosecuting the purported
21 causes of action set forth in the Complaint by the doctrine of authorization.

22 **TWENTY-FOURTH AFFIRMATIVE DEFENSE**

23 *(Lack of Deception)*

24 24. As a twenty-fourth and separate affirmative defense to each cause of action asserted
25 against her, Answering Defendant alleges that the actions taken by Answering Defendant were not
26 deceptive.

27 **WHEREFORE**, Answering Defendant prays as follows:

28 1. That Plaintiff take nothing by way of his FAC on file herein;

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2. That judgment be entered in the within action in favor of Answering Defendant upon the issues of the FAC;

3. For an award to Answering Defendant her attorney's fees, if allowed by law, and costs of suit herein incurred; and

4. For such other and further relief as the Court may deem just and proper.

DATED: July 6, 2018

RICHARDSON • OBER PC

By:

ALISA E. SANDOVAL
Attorneys for DOE DEFENDANT NO. 3
CHENEY ADREINNE SHAPIRO,
TRUSTEE OF CHENEY SHAPIRO 401K

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 234 East Colorado Blvd., 8th Floor, Pasadena, California 91101.

On July 6, 2018, I served the foregoing document described as: **ANSWER OF DOE DEFENDANT NUMBER 3 CHENEY ADRIENNE SHAPIRO, TRUSTEE OF CHENEY SHAPIRO 401K, TO THE FIRST AMENDED COMPLAINT OF PLAINTIFF DAVID A. GLAZER** on all interested parties in said action by placing a true copy thereof in a sealed envelope addressed as stated on the attached service list:

☒ **BY MAIL:** I am "readily familiar" with Richardson | Ober PC's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Pasadena, California, in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.

☐ **BY FACSIMILE:** I caused such documents to be transmitted to the telephone number of the addressee listed above, by use of facsimile machine telephone number (626) 449-5572. The facsimile machine used complied with *California Rules of Court*, Rule 2.306(a)(1) and no error was reported by the machine.

☐ **BY PERSONAL SERVICE:** I caused a copy of such documents to be delivered by hand to the offices of the addressee between the hours of 9:00 a.m. and 5:00 p.m.

☐ **BY OVERNIGHT EXPRESS:** By placing a true copy in a separate envelope for each addressee named on the attached service list, with the name and address of the person served shown on the envelope as indicated on the service list, and by sealing the envelope and placing it for collection and delivery by Overnight Express with delivery fees paid or provided for in accordance with ordinary business practices.

☒ **STATE:** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on July 6, 2018, at Pasadena, California.


Debra Condragh

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SERVICE LIST

RE: Glazer v. Cheney Adrienne Shapiro, et. al.

Case No.: BC 669741

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